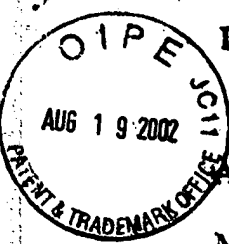


DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

Attorney Docket No. 8316-3B



As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

GRADIENT SEQUENTIAL COMPRESSION SYSTEM FOR PREVENTING DEEP VEIN THROMBOSIS,

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the specification of which

☒ [X] is attached hereto

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OR

☐ [] was filed on _____ as United States Application No. _____ or PCT International Application Number _____ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37 Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate, or of any PCT International application having a filing date before that of the application on which priority is claimed.

(None)			<input type="checkbox"/> [] Yes <input type="checkbox"/> [] N
Number	Country	MM/DD/YYYY Filed	Priority Claimed

			<input type="checkbox"/> [] Yes <input type="checkbox"/> [] N
Number	Country	MM/DD/YYYY Filed	Priority Claimed

ENGLISH LANGUAGE DECLARATION CONTINUED

		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Number	Country	MM/DD/YYYY Filed	Priority Claimed

I hereby claim the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below.



(None)	
Application Number(s)	Filing Date (MM/DD/YYYY)
Application Number(s)	Filing Date (MM/DD/YYYY)

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) or § 365(e) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application (37 C.F.R. § 1.63(d)).

08/233,429	April 5, 1994	Patented (U.S. Pat. 5,575,762)
Appln. Serial No.	Filing Date	Status Patented/Pending/Abandoned
08/751,170	November 15, 1996	Pending
Appln. Serial No.	Filing Date	Status Patented/Pending/Abandoned
Appln. Serial No.	Filing Date	Status Patented/Pending/Abandoned

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

ENGLISH LANGUAGE DECLARATION COMPLETED

POWER OF ATTORNEY: As a named inventor, I hereby appoint the practitioners associated with the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and direct that all correspondence be addressed to that Customer Number:

Customer Number 000826

Direct correspondence to the
attention of and telephone calls to:

Ernest B. Lipscomb, III
Registration No. 24,733
Tel (704) 331-6000
Fax (704) 334-2014

Full name of first inventor: Kenneth Michael Bolam

Inventor's

Signature: Kenneth Michael Bolam

Date: 6/23/98

Residence: Charlotte, North Carolina

Citizenship: United States of America

Post Office Address: 13001 Maple Springs Drive
Charlotte, North Carolina 28278

Full name of second inventor: James Arthur Borgen

Inventor's

Signature: James Arthur Borgen

Date: 6/23/98

Residence: Matthews, North Carolina

Citizenship: United States of America

Post Office Address: 10017 Patrick Springs Court
Matthews, North Carolina 28105



EBL/eah 8316-3B
Assistant Commissioner for Patents
Washington, DC 20231

Date 6-24-98
File No. 8316-3B

Sir:

Kindly acknowledge receipt of the accompanying PATENT APPLICATION
with Application Transmittal Cover Sheet for: GRADIENT SEQUENTIAL
COMPRESSION SYSTEM FOR PREVENTING DEEP VEIN THROMBOSIS

No. of Pages of Specification 49
No. of Drawing Sheets 12
IDS with PTO 1449 Enclosed NO ()
Assignment with Cover Sheet Enclosed yes
Other Documents Enclosed:

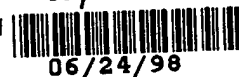
No. of Claims 29
Declaration Enclosed yes
Small Entity Enclosed no

Check(s) Enclosed \$ 1070 + \$40 Assignment
by placing your receiving date stamp hereon and mailing. JCS51 U.S. PTO

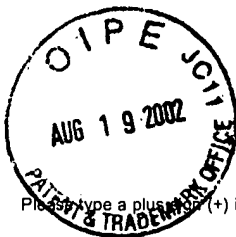
Respectfully,

BELL, SELTZER, PARK & GIBSON
Attorneys for Applicant

Jrm# 42



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Please type a plus sign (+) inside this box → ☐

PTO/SB/82 (10-00)

Approved for use through 10/31/2002. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number 09/755,313

Filing Date December 27, 2000

First Named Inventor Bolam

Group Art Unit 3736

Examiner Name DeMille

Attorney Docket Number EXT.462C1

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☒ A Power of Attorney or Authorization of Agent is submitted herewith.

OR

☐ Please change the correspondence address for the above-identified application to:

☐ Customer Number

Place Customer
Number Bar Code
Label here

OR

☐ Firm or
Individual Name

Address

Address

City

Country

State

ZIP

Telephone

Fax

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

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SIGNATURE of Applicant or Assignee of Record

Name

William H. Quirk, IV, Vice President, KCI Licensing, Inc.

Signature

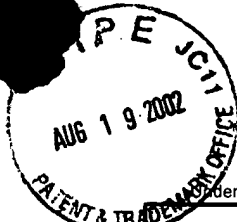
Date

08/12/2002

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



#6

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: KCI Licensing, Inc.
Application No./Patent No.: 09/755,313 Filed/Issue Date: 12/27/2000
Entitled: Gradient Sequential Compression System for Preventing Deep Vein Thrombosis
KCI Licensing, Inc., a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- 1. ☒ the assignee of the entire right, title, and interest; or
- 2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

- 1. From: Bolam & Borgen To: Beiersdorf Jobst, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
- 2. From: Beiersdorf Jobst, Inc. To: KCI New Technologies, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
- 3. From: KCI New Technologies, Inc. To: KCI Licensing, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

08/12/02
Date

William H. Quirk, IV
Typed or printed name
[Signature]
Signature
Vice President
Title

ASSIGNMENT

THIS ASSIGNMENT, made by us, Kenneth Michael Bolam, citizen of the United States of America, residing at Mecklenburg County of Charlotte, State of North Carolina and James Arthur Borgen, citizen of the United States of America, residing at Mecklenburg County of Matthews, State of North Carolina respectively;

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in GRADIENT SEQUENTIAL COMPRESSION SYSTEM FOR PREVENTING DEEP VEIN THROMBOSIS for which an application for United States Letters Patent has been executed by us concurrently herewith, and

WHEREAS, BEIERSDORF JOBST, INC. an Ohio corporation having a principal place of business at 5825 Carnegie Blvd., P.O. Box 471048, Charlotte, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

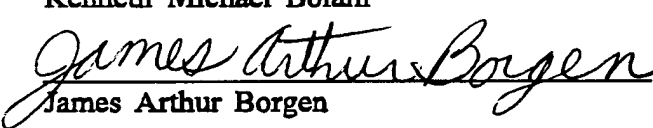
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We further covenants and agree to bind our heirs, legal representatives, and assigns promptly to communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

23rd day of June, 1998.

 (SEAL)
Kenneth Michael Bolam

 (SEAL)
James Arthur Borgen

STATE OF North Carolina)
) ss:
COUNTY OF mecklenburg)

Before me personally appeared Kenneth M. Bolam, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same for the purposes therein stated, this 23rd day of June, 1998.

Julie A. Hanson
Notary Public

SEAL

My Commission Expires: 8-14-01

STATE OF North Carolina)
) ss:
COUNTY OF mecklenburg)

Before me personally appeared James Arthur Borgen, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same for the purposes therein stated, this 23rd day of June, 1998.

Julie A. Hanson
Notary Public

SEAL

My Commission Expires: 8-14-01

Atty Docket No. 8316-3B

325706

ASSIGNMENT

THIS ASSIGNMENT, made by BEIERSDORF-JOBST, INC., a corporation of the State of Ohio, having its principal place of business at 5825 Carnegie Boulevard, Charlotte, North Carolina 28247, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, as shown by the records of the United States Patent and Trademark Office, Assignor has previously acquired all right, title, and interest in and to the United States patent and/or patent applications identified on the attached Schedule and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS, KCI NEW TECHNOLOGIES, INC., a corporation of the State of Delaware, having its principal place of business at 8023 Vantage Drive, San Antonio, Texas 78230, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, its entire right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to said Patents in foreign countries throughout the world; and all of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such

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requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

The Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the inventions and Patents thereon as earlier identified, and that it has the unencumbered right and authority to make this assignment.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 1st day of June, 1999.

BEIERSDORF-JOBST, INC.

By: Donald H. Peeler (SEAL)
Donald H. Peeler

Its: Vice President, Research & Development

STATE OF North Carolina
COUNTY OF Mecklenburg

This 1st day of June, 1999, personally came before me, Barbara B. Matheson, a Notary Public for said County and State, Donald H. Peeler, who, being by me duly sworn, says that he is Vice President, Research & Development of BEIERSDORF-JOBST, INC., a corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Donald H. Peeler acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 1st day of June, 1999.

(Official Seal)

Barbara B. Matheson
Notary Public

My commission expires: January 13, 2004

SCHEDULE

ATTORNEY DOCKET	SERIAL NO. FILING DATE	PATEY NO. ISSUE DATE	TITLE	INVENTORS
8316-3		5,575,762 11/19/96	<i>Gradient Sequential Compression System and Method For Reducing The Occurance Of Deep Vein Thrombosis</i>	Donald H. Peeler Kenneth M. Bolam James A. Borgen Philip P. Ribando
8316-3A	08/751,170 11/15/96		<i>Gradient Sequential Compression System for Preventing Deep Vein Thrombosis</i>	Donald H. Peeler Kenneth M. Bolam James A. Borgen Philip P. Ribando
8316-3B	09/103,694 6/24/98		<i>Gradient Sequential Compression System For Preventing Deep Vein Thrombosis</i>	Donald H. Peeler Kenneth M. Bolam James A. Borgen Philip P. Ribando
8316-4		D362,721 9/26/95	<i>Control Console For Controlling Air Pressure To A Compression System</i>	Donald H. Peeler David I. Kinsel
8316-5		D369,859 5/14/96	<i>Multi-Channel Conduit Connector For Treating Deep Vein Thrombosis</i>	Philip P. Ribando Kenneth M. Bolam Donald H. Peeler
8316-6		D376,013 11/26/96	<i>Compression Sleeve For Deep Vein Thrombosis</i>	Terry L. Sandman Kenneth M. Bolam Donald H. Peeler
8316-7		D373,191 8/27/96	<i>Multi-Channel Conduit Connector For Treating Deep Vein Thrombosis</i>	Philip P. Ribando Kenneth M. Bolam Donald H. Peeler
8316-8	08/222,407 4/5/94		<i>Compression Sleeve for Use With A Gradient Sequential Compression System</i>	Terry L. Sandman Kenneth M. Bolam Donald H. Peeler
8316-8A	08/617,491 3/15/96		<i>Compression Sleeve For Use With A Gradient Sequential Compression System</i>	Terry L. Sandman Kenneth M. Bolam Donald H. Peeler
8316-9		5,588,954 12/31/96	<i>Connector For A Gradient Sequential Compression System</i>	Philip P. Ribando Kenneth M. Bolam Donald H. Peeler Terry L. Sandman
8316-9A		5,725,485 3/10/98	<i>Connector For A Gradient Sequential Compression System</i>	Philip P. Ribando Kenneth M. Bolam Donald H. Peeler Terry L. Sandman

12-08-2000

ORDINATION FORM COVER SHEET

Patents Only



101537447

id Trademarks:
s or copy thereof.

Attorney Dkt. No.: 8316-1

1. Name of conveying party(ies):

Beiersdorf-Jobst, Inc.

2. Name and address of receiving party(ies):

KCI New Technologies, Inc.
8023 Vantage Drive
San Antonio, Texas 78230Additional name(s) of conveying party(ies) attached? Yes ☐ No ☒

3. Nature of conveyance:

- ☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other _____

Execution Date: June 1, 1999Additional name(s) & address(es) attached? Yes ☐ No ☒

4. Application Nos. 08/751,170 filed 11-15-96; 09/103,694 filed 6-24-98; 08/222,407 filed 4-5-94; 08/617,491 filed 3-15-96;
and Patent Nos. 5,575,762 issued 11-19-96; D362,721 issued 9-26-95; D369,859 issued 5-14-96; D376,013 issued 11-26-96;
D373,191 issued 8-27-96; 5,588,954 issued 12-31-96; and 5,725,485 issued 3-10-98.

If this document is being filed together with a new application, the execution date of the application
 is: _____

Additional numbers attached? Yes ☐ No ☒

5. Name and address of party to whom correspondence concerning document should be mailed:

Ernest B. Lipscomb, III, Esq.
ALSTON & BIRD LLP
P. O. Drawer 34009
Charlotte, NC 28234-4009

6. Total number of applications and patents involved:

117. Total fee (37 CFR 3.41) \$440.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 16-0605

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ernest B. Lipscomb, III, Esq., Reg. No. 24,733
 Name of Person Signing

Ernest B. Lipscomb III
 Signature

June 1, 1999
 Date

Total number of pages including cover sheet, attachments and document: 4

06/07/1999 DNGUYEN 00000094 00751170

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CLT01/4369838v1

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"KCI NEW TECHNOLOGIES, INC.", A DELAWARE CORPORATION,
WITH AND INTO "KCI LICENSING, INC." UNDER THE NAME OF "KCI LICENSING, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF JULY, A.D. 1999, AT 4:45 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF AUGUST, A.D. 1999.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3074314 8100M

991315470

Edward J. Freel
Edward J. Freel, Secretary of State

9895776

AUTHENTICATION:

DATE:

07-30-99

CERTIFICATE OF MERGER

OF

KCI NEW TECHNOLOGIES, INC.
(a Delaware corporation)

INTO

KCI LICENSING, INC.
(a Delaware corporation)

**(UNDER SECTION 251 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE)**

KCI Licensing, Inc., a Delaware corporation, hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations (the "Constituent Corporations") are:

(a) KCI Licensing, Inc., a Delaware corporation ("Licensing");
and

(b) KCI New Technologies, Inc., a Delaware corporation
("KCINT").

2. An Agreement and Plan of Merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware.

3. The name of the surviving corporation is KCI Licensing, Inc.

4. The certificate of incorporation of Licensing shall be the certificate of incorporation of the surviving corporation.

5. The executed Merger Agreement is on file at the registered office of Licensing at 1209 Orange Street, Wilmington, Delaware 19801.

6. A copy of the Merger Agreement will be furnished by Licensing on request and without cost to any stockholder of Licensing or KCINT.

7. This Certificate of Merger shall be effective at 12:01 a.m., Central Time, on August 1, 1999.

IN WITNESS WHEREOF, KCI Licensing, Inc., a Delaware corporation,
has caused this certificate to be signed by Martin J. Landon, its Treasurer, on
the 29th day of July, 1999.

KCI LICENSING, INC.
(a Delaware corporation)

By: Martin J. Landon
Martin J. Landon, Treasurer

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Plan of Merger") made and entered into effective as of the 29th day of July, 1999, by and between KCI New Technologies, Inc, a Delaware corporation ("KCINT"), and KCI Licensing, Inc, a Delaware corporation ("Licensing"), being sometimes hereinafter together referred to as the "Constituent Corporations".

WHEREAS, KCINT is a corporation duly organized and existing under the laws of the State of Delaware, and having authorized capital stock consisting of 1,000,000 shares of Common Stock, par value \$.001 per share;

WHEREAS, Licensing is a corporation duly organized and existing under the laws of the State of Delaware, and having an authorized capital stock of 1,000 shares of Common Stock;

WHEREAS, KCI Holding Company, Inc. ("KCIHC") is the sole stockholder of KCINT and Licensing;

WHEREAS, the respective Board of Directors of the Constituent Corporations deem it advisable for the general welfare and to the benefit of such companies and KCIHC that KCINT merge with and into Licensing pursuant to the Delaware General Corporation Law (the "DGCL");

WHEREAS, it is the intention of the Constituent Corporations that the Merger (as hereinafter defined) shall be a tax-free reorganization pursuant to the provisions of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Board of Directors of the Constituent Corporations have, by resolutions duly adopted, approved this Plan of Merger and directed that it be executed by the undersigned officers and that it be submitted to KCIHC for its approval;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the DGCL, that the Constituent Corporations shall be merged into a single corporation, to-wit: KCI Licensing, Inc. a Delaware corporation, one of the Constituent Corporations, which shall be the corporation surviving the merger (said corporation hereafter being sometimes called the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform, and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I

EFFECTIVE TIME OF THE MERGER

This Plan of Merger shall be submitted to KCIHC, the sole stockholder of KCINT and Licensing, as provided by the DGCL. If this Plan of Merger is duly authorized and adopted by KCIHC, and is not terminated and abandoned pursuant to the provisions of Article VII hereof, a Certificate of Merger shall be filed with the Secretary of State of Delaware. The Merger shall

b effective at 12:01 a.m., Central Time, on August 1, 1999 (the "Effective Time of the Merger"). At the Effective Time of the Merger, the separate existence of Licensing and KCINT shall cease and KCINT shall be merged with and into the Surviving Corporation.

ARTICLE II

CERTIFICATE OF INCORPORATION; BY-LAWS; BOARD OF DIRECTORS

1. The Certificate of Incorporation of Licensing in effect immediately prior to the Effective Time of the Merger shall continue unchanged after the Merger until changed or amended as provided by law.

2. The By-laws of Licensing in effect immediately prior to the Effective Time of the Merger shall continue unchanged after the Merger until changed or amended as provided by law.

3. The Board of Directors of Licensing in office immediately prior to the Effective Time of the Merger shall be the Board of Directors of the Surviving Corporation, who shall serve as provided in the By-laws of the Surviving Corporation, and until their respective successors are duly elected and qualified.

4. Subject to the authority of the Board of Directors as provided by law and the By-laws of the Surviving Corporation, the officers of Licensing in office immediately prior to the Effective Time of the Merger shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they then hold in Licensing. All of such officers shall hold office as provided in the By-Laws of the Surviving Corporation.

ARTICLE III

CONVERSION OF SHARES IN THE MERGER

The mode of carrying into effect the Merger provided for herein, and the manner and basis of converting the shares or other ownership interests of the Constituent Corporations, are as follows:

1. Each share of common stock, par value \$.001 per share, of KCINT ("KCINT Common Stock") which shall be issued and outstanding at the Effective Time of the Merger shall be cancelled and retired, all rights in respect thereof shall cease to exist and no Licensing Common Stock (as hereinafter defined) or other securities of the Surviving Corporation shall be issuable with respect thereto.

2. Each share of KCINT Common Stock, if any, held in the treasury of KCINT immediately prior to the Effective Time shall be cancelled, and no payment shall be made with respect thereto.

3. Each share of common stock, par value \$.01 per share, of Licensing (the "Licensing Common Stock") outstanding immediately prior to the Effective Time of the Merger

shall continue to represent one outstanding share of Common Stock, par value \$.01 per share, of the Surviving Corporation.

ARTICLE IV

EFFECT OF THE MERGER

At the Effective Time, the Surviving Corporation shall have the following rights and obligations:

(a) All rights, title and interests to all property and assets, including without limitation, all contract rights and intellectual property rights, owned by KCINT and Licensing shall be allocated to and vested in the Surviving Corporation without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon.

(b) All liabilities and obligations of KCINT and Licensing shall be allocated to the Surviving Corporation, and the Surviving Corporation shall be the primary obligor therefor and, except as otherwise provided by law or contract, no other party to the Merger, other than the Surviving Corporation, shall be liable therefor.

(c) A proceeding pending by or against KCINT or Licensing may be continued as if the Merger did not occur, or the Surviving Corporation to which the liability, obligation, asset or right associated with such proceeding is allocated and vested in may be substituted in the proceeding.

(d) The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities corporation organized under the laws of the State of Delaware.

(e) All corporate acts, policies, resolutions, approvals and authorizations of the stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents of KCINT, which were valid and effective immediately prior to the Merger shall be taken for all purposes as the acts, plans, policies, resolutions, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to KCINT.

ARTICLE V**ACCOUNTING MATTERS**

The assets and liabilities of the Constituent Corporations, as of the Effective Time of the Merger, shall be taken upon the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations, subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the Merger. The amount of the capital surplus and earned surplus accounts, if any, of the Surviving Corporation after the Merger shall be determined by the Board of Directors of the Surviving Corporation in accordance with the laws of the State of Delaware and with generally accepted accounting principles.

ARTICLE VI**APPROVAL OF STOCKHOLDER**

This Plan of Merger shall be submitted as promptly as practicable to KCIHC, the sole stockholder of KCINT and Licensing. After adoption and approval of the Merger by KCIHC, and provided this Plan of Merger is not terminated and abandoned pursuant to the provisions hereof, a Certificate of Merger shall be filed in accordance with the provisions of the DGCL.

ARTICLE VII**ABANDONMENT**

This Plan of Merger may be abandoned at any time before or after approval thereof by KCIHC notwithstanding favorable action on the Merger by KCIHC but not later than the Effective Time of the Merger, by action of the Board of Directors of KCINT and Licensing evidenced by appropriate resolutions. In the event of the termination and abandonment of this Plan of Merger and the Merger pursuant to this Article VII, this Plan of Merger shall become void and have no effect, without any liability on the part of either of the Constituent Corporations, their respective directors or officers or KCIHC, in respect thereof.

ARTICLE VIII**AMENDMENT**

KCINT and Licensing, by mutual consent of their respective Board of Directors, may amend this Plan of Merger in such manner as may be agreed upon by them in writing and as is consistent with the DGCL at any time before or after approval thereof by KCIHC provided, however, that after such approval by KCIHC, no such amendment shall be made which shall affect the rights of KCIHC in a manner which, in the judgment of the Board of Directors of the Constituent Corporations, is materially adverse to KCIHC, without the further approval of KCIHC.

ARTICLE IX

FURTHER ASSURANCES

If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of KCINT or Licensing acquired or to be acquired by or as a result of the Merger, the proper officers and directors of KCINT, Licensing and the Surviving Corporation, shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law, and take such other action as may be necessary or proper in the name of KCINT, Licensing or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan of Merger.

IN WITNESS WHEREOF, KCINT and Licensing, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors, have each caused this Plan of Merger to be executed by its duly authorized officers, all as of the day and year first above written.

KCI LICENSING, INC.
(a Delaware corporation)

By: 

Martin J. Landon, Treasurer

KCI NEW TECHNOLOGIES, INC
(a Delaware corporation)

By: Martin J. Landon,
Vice President and Treasurer